

City of West Branch

Police Union Contract

Local Teamsters 238

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PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE #1- RECOGNITION

The Employer recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No.7316 on September 11th, 2006.

Included: All full-time and part-time police officers employed by the City of West Branch.

Excluded: Chief of Police, casual staff, all elected officials and all others excluded by Iowa Code section 20.4.

The term "regular full-time police officer" means an employee who is regularly scheduled to work at least forty (40) hours per week. The term "regular part-time police officer" means an employee who is regularly scheduled to work less than forty (40) hours per week.

There shall be no discrimination, restraint, or coercion by the Employer or the Union for or against any employee because of membership or non-membership in the Union.

The use of the masculine pronoun in this agreement shall include the feminine and vice versa.

ARTICLE #2- CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, and initiation fees of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

ARTICLE #3-EMPLOYER RIGHTS

Section 3.1

Except to the extent expressly abridged by a specific written provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and right to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees for proper cause; to develop and enforce rules for employee discipline; maintain the efficiency of governmental operations; to determine the number of employees to perform the assigned work; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what

work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify, and administer its budget; exercise all other powers and duties granted to the public Employer by law.

Section 3.2

In addition to all authority, powers, rights and prerogatives of the Employer as set forth in the paragraph above, all of the authority, powers, rights and prerogatives the Employer had prior to this or any other Agreement are retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

ARTICLE #4- WORK STOPPAGE

Section 4.1

The Union agrees that neither it nor any of its officers, agents, or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown or any other action which will interrupt or interfere with the operations of the City.

The Employer agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Union.

Section 4.2

In the event of any proven violation or violations of any provision of this Article, its members or representatives, or by any employee:

A. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.

B. The Union shall, upon notice from the City, immediately direct such employees to resume normal operations immediately and make every effort to end any violation(s).

ARTICLE #5- PROBATIONARY PERIOD

All employees shall be subject to the serving of a probationary period which shall be considered as part of the examining process.

A. The probationary period for employees shall be six (6) months for certified officers and one (1) year for non-certified officers. On promotional appointments, the probationary period for employees shall also be six (6) months.

B. Probationary employees may be terminated by the City during the probationary period without appeal.

C. Permanent employee who vacates his/her position to accept a promotional appointment to a position in a higher level and who is rejected during the probationary period shall be reinstated in his/ her former position. However, if an employee who is currently on his/her probationary period because said employee has accepted a promotional position, as mentioned above, and said employee, during such probationary period, acts in a manner which would warrant discharge had the employee been in his/her non-promotional position, said employee is not immunized from discharge proceedings based on reliance that language in this section states the said employee shall be reinstated to his/her former position. The employee shall be subject to discharge proceedings regardless of his/her promotional status.

D. Upon completion of the probationary period, seniority shall be from the original date of hire.

ARTICLE #6- WORK WEEK

The work week shall run from 12:01 A.M. Monday through 12:00 A.M. Sunday morning.

Employees will generally work a four (4) day ten (10) hour schedule as established by the Chief with input and approval from the City. The Chief may modify or adjust the shifts and hours as needed when deemed appropriate.

The normal work week will be forty (40) hours. Any notice of change of hours shall be made five (5) days in advance of such change except in cases of emergency.

Section 6.2

Whenever possible and except otherwise determined by the Chief, each employee shall receive a thirty (30) minute lunch period during their regular shift. Employees shall be available for emergency calls during their said lunch period. Each employee shall also receive two (2) ten (10) minute breaks during the course of their shift but must be used at least one hour prior to the end of their shift.

Section 6.3

All employees will receive overtime for all hours worked in excess of forty (40) hours. Overtime will be paid at one and one-half (1 ½) times the regular rate. Overtime shall be offered based on seniority.

Section 6.4

When an employee is called back to work after the regular shift ends or before the shift begins, the employee shall be paid a minimum of two (2) hours of pay at the employee's regular rate of pay. "Called back to work" shall be defined as physically going to a call or location.

ARTICLE #7- VACATIONS

Section 7.1

All regular full-time employees, whether paid on an hourly basis or by monthly salary, shall be entitled to vacation days as follows:

The following is the vacation leave schedule:

Length of Service Hours earned/40 hours worked = Vacation Leave

1 to 5 years	2 hrs/40 = 13 days
5 to 10 years	2.5 hrs/40 = 16 days
10 + years	3.5 hrs/40 = 22.75 days

Vacations are earned on the anniversary date of the employee's employment. Vacation will normally not exceed two (2) weeks in duration. Five (5) days notice will be required for less than one (1) week vacation; two (2) weeks notice to the Police Chief will be required for one (1) week or more. Total balance of annual leave will be on a forty (40) hour work week or average hours employee worked the previous year. Overtime hours do not earn leave accrual. Employees may carry over up to forty (40) unused hours of vacation to the next year. However, no employee may use vacation hours in increments larger than the hours earned in that year. Vacation time that cannot be carried over to the next year shall be forfeited.

Upon retirement vacation hours earned from the employee's anniversary date to the retirement date, will be paid in full by City.

Section 7.2

So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer, provided that the final right to allot vacation periods is reserved to the Employer. A Department may establish a seniority system to give senior employees preference in the selection of vacation.

ARTICLE #8- HOLIDAYS

Full-time employees shall be entitled to the following paid holidays:

New Year's Day
Martin Luther King Jr.
President's Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve Day
Christmas Day

Section 8.2

In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than the duration of the employee's probationary period and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. An employee who is on lay-off, or who is discharged, or who is under suspension is not eligible for holiday pay.

Section 8.3

If an employee is required to work on an observed holiday, that employee shall be compensated and additional four (4) hours of straight time and shall be compensated one (1) additional float day.

ARTICLE #9- SALARIES AND WAGES

Section 9.1

July 1, 2007 3.25%

July 1, 2008 3.25%

ARTICLE #10- HEALTH & WELFARE

A. Hospital and Medical Insurance

The Employer shall maintain for each employee a hospital and medical insurance policy whose benefits are comparable to, but not necessarily identical to, the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy or as to the carrier shall be made by the Employer and shall not be grievable. It is agreed that in no event will the officers insurance coverage be different from the coverage offered to all other city employees.

Section 10.2

The City offers to all regular full-time employees and all eligible dependents group medical insurance through BLUE CROSS/BLUE SHIELD. If approved by the carrier and the City Administrator, regular part-time employees may have the option of enrolling in the City's medical insurance program on a pro rata basis. Regular part-time employees shall work at least thirty (30) hours per week in order to qualify for full health care benefits.

Coverage becomes effective the first day of the month following the date of employment, unless hire date is on or before the fifth of the month in which case coverage is effective on the hire date. Specific benefits of both plans are described in insurance brochures provided to each new employee by the Personnel Office. Each December there is an open enrollment period during which an employee may elect to change medical plans if other medical plans are made available by the employer. Medical coverage may be continued during an approved leave of absence up to three

(3) months at the employee's own expense. Extensions may be granted with approval by the City Administrator's Office and the appropriate insurance carrier.

The City will pay 100% of the premium on a single policy. For a family policy, the City will pay 100% of the cost of a single policy plus 50% of the difference in the cost of the premium for a single and family policy.

Upon retirement, the employee has the option to remain on the City policy providing the employee pays the policy premium in full until age 65.

PROCEDURES:

Enrollment cards should be completed in the following instances:

1. New employees beginning service with the City.
2. Employees wanting to add an eligible dependent.
3. Employees who want to drop a dependent.

Enrollment cards are available from the Treasurer/Finance Officer. It is the employee's responsibility to notify the Treasurer/Finance Officer of any change in dependent status by completing updated enrollment cards. Upon termination of employment with the City, the employee may elect to continue medical coverage under the Consolidated Omnibus Budget Reconciliation Act (R.L. 99-272) (COBRA). The Treasurer/Finance Officer provides eligible employees with information on COBRA.

ARTICLE #11- SENIORITY

Seniority shall be defined as continuous length of full-time service to the City of West Branch.

Section 11.2

An employee shall forfeit his/her seniority rights when he/she resigns, is terminated and is not reinstated, or retires.

Section 11.3

In the event it becomes necessary to reduce the number of police officers, officers with the least seniority shall be laid-off first if the remaining employees are qualified to do the work. When recalling, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job under this Agreement is eliminated, police officers who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement. A police officer shall not accrue additional seniority, vacation leave, personal or disability leave during the periods in which the officer is laid off. In computing seniority, periods of an employee's suspension and leave without pay (except for work related injury or illness) shall be deducted from the employee's time of seniority. Seniority shall resume at the point at which the employee is reinstated, and the anniversary date shall be recomputed.

A. In the event of a recall, an employee laid-off shall be given ten (10) working days notice of recall by certified letter, mailed to his/her last known address. The employee must respond to such notice within three (3) working days after receipt thereof and actually report to work within seven (7) working days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing recall notice. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

B. All police officers on lay-off status shall retain their seniority.

C. The definition of "working day" shall be Monday-Friday during regular business hours excluding holidays.

ARTICLE #12- PAID LEAVES OF ABSENCE

Personal Leave- Personal Leave is provided to all entitled employees. Personal Leave shall be accrued based on the following schedule:

Date of hire to end of probation.....	no personal leave
First day after probation to first anniversary.....	40 hours personal leave
First business day after each anniversary.....	56 hours of personal leave

All employees are covered by State Worker's Compensation, a program of industrial insurance to protect workers, their families and dependents from loss due to an industrial accident or illness. The program provides for payment of medical bills, physical and vocational rehabilitation, and financial compensation while the worker is disabled – either temporarily or permanently – and is unable to work. It also provides for lump sum payments for particularly serious injuries such as the loss of a finger, eye, foot, etc. and assures death benefits and compensation to the worker's family or dependents in the event the injury is fatal.

Financing for this program is shared jointly by the City and the State of Iowa.

Any employee involved in an industrial injury or an occupational illness as defined by the State Worker's Compensation law, must report the incident to his/her immediate supervisor or Department Head within twenty-four (24) hours or as soon thereafter as possible. The affected employee shall also file an application for Worker's Compensation in accordance with applicable laws, rules or regulations.

Hours lost due to the injury or illness should be reported on the employee time sheet as "disability" and such hours will be charged against the employee's accrued sick leave, vacation leave, or other compensated leave time available until the Worker's

Compensation claim has been settled. Once the eligibility for payment under Worker's Compensation has been approved by the State, the employee should endorse his/her state benefit check to reimburse the City for wages paid during the employee's initial absence prior to State approval. At the same time, any leave used for the injury or illness will be reinstated to the employee's record by the City. An employee shall not draw more than his/her base pay when collecting industrial insurance. No employee shall receive sick leave or use vacation time as a result of a job injury, illness or disease incurred while employed by another employer.

Military leave- Any employee enlisting or called to active duty in any branch of the Uniformed Services of the United States, pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, shall be granted all rights and privileges provided by the Act.

Funeral Leave- A regular full-time or regular part-time employee who has a member of his/her immediate family taken by death shall receive up to three days (24 hours) off with pay as bereavement leave to arrange and/or attend funeral activities.

"Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, child, step child, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent and grandchild.

If additional time is necessary, it shall be taken as vacation or unpaid leave if vacation has been exhausted, with advance authorization by the appropriate Department Head and/or City Administrator's office. Time for attendance at the funerals of others may be granted without pay or made up within the same pay period.

The employee must notify his/her immediate supervisor upon making determination to take time off from work.

Employees who fail to return to work on the date specified to the Department Head without receiving an extension are subject to disciplinary action up to and including termination.

ARTICLE #13- COURT LEAVE / JURY DUTY

A. Court Leave

Employees will be called upon to be available for depositions, pretrial conference or a court appearance in connection with criminal matter where they may be involved as an arresting officer or material witness of information deemed in proximate connection with the employee's employment for the City. No additional pay will be paid if such time occurs during the normal working hours of the employee.

Section 13.2

The employee, including a probationary employee, required to appear for Court during

off-duty hours must be in uniform or suitable attire and shall be paid a minimum of two (2) hours pay at the employee's straight time regular rate of pay. If an employee appears for Court and is off duty, and the Court has been cancelled, the City will pay the above two (2) hours rate of pay, but if the employee has been properly notified of the Court cancellation, the City will not be obligated to pay the employee. The officer will call the Court the day before the trial to determine if the trial is still scheduled to proceed.

Section 13.3

If an employee is subpoenaed in a job-related civil case, he or she shall not lose any pay as a result thereof but shall be compensated as stated in this section if the employee is off duty. If the employee is required to conduct a phone hearing at the police station, the employee shall receive a minimum of two (2) hours of straight pay.

B. Jury Duty

Section 13.4

Any full-time employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. The employee shall receive the regular straight time pay and shall turn over to the employer the pay earned from such jury service. However, the employee shall be allowed to keep any allowance for mileage.

Section 13.5

An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work immediately.

Section 13.6

An employee who is called for jury duty shall promptly notify the employer.

ARTICLE #14- GRIEVANCE PROCEDURE

Section 14.1 Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

Section 14.2 First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor.

Section 14.3 Second Step

If the grievance is not resolved satisfactorily in Step 1, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the Police Chief. All written grievances shall state the article and section of the Agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible the name of all employees for whom the grievance is being filed.

Grievances shall be filed with the Police Chief.

Section 14.4 Third Step

If the grievance is not resolved satisfactorily in Step 2, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the Mayor. All written grievances shall state the article and section of the Agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible the name of all employees for whom the grievance is being filed. Grievances shall be filed with the Mayor.

Section 14.5 Fourth Step

If the grievance is not resolved satisfactorily in Step 3, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the City Council. The City Council will meet with the Union at its next regularly scheduled meeting and attempt to resolve the grievance. All written grievances shall state the article and section of the Agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible the name of all employees for whom the grievance is being filed. Grievances shall be filed with the City Clerk. The City Council shall provide an answer to the grievance at its next regularly scheduled meeting.

Section 14.6 Fifth Step

- (a.) If the grievance is not resolved satisfactorily in Step 4, the Union may submit the grievance to binding arbitration by giving written notice to the City within ten (10) days after the Step 4 answer is given or due. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (b.) The grievant and his Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within thirty (30) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within thirty (30) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.
- (c.) The parties shall strike names from the panel. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within thirty (30) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be submitted in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- (d.) Each party shall bear its own cost and expense of the arbitration proceedings

excluding the fee of the arbitrator which shall be shared equally by the Employer and the grievance or his representative(s).

Section 14.7

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer or the Employer's representative to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

ARTICLE #15- TRAINING

The Employer shall provide and pay for all expenses incurred for the attendance in training or educational programs required by the City. This shall include but not be limited to meals, lodging and mileage. No officer shall suffer a loss of days off due to temporary rescheduling of the work schedule to attend such training. All new officers employed by the City shall be enrolled after their probationary period and provided necessary schooling at the appropriate law enforcement academy to insure that they are certified Iowa peace officers.

ARTICLE #16- UNIFORM AND EQUIPMENT MAINTENANCE

The City will provide the necessary equipment (including bulletproof vests) and costs to perform the essential functions of the job and all equipment will be maintained in a safe and operable condition by the City.

Section 16.2

All uniforms as reasonably required for all members of the West Branch Police Department shall be provided by the City at its sole cost and expense not to exceed \$300 per fiscal year. New employees will be fully equipped.

ARTICLE #17-GENERAL CONDITIONS

Section 17.1

This agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 17.2

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 17.3

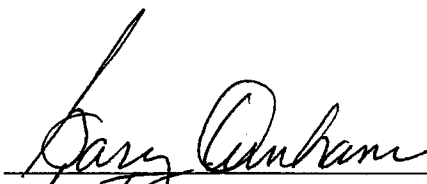
This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject matter not referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE #18- EFFECTIVE DATE AND TERM

This Agreement shall be effective July 1, 2007 and shall continue through June 30, 2009.

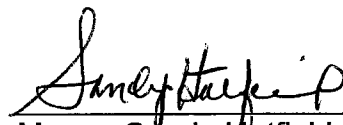
IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed by their duly authorized representative this ____ day of _____, 2007.

CHAUFFEURS, TEAMSTERS &
HELPERS LOCAL UNION NO. 238:



Sec Treasurer

CITY OF WEST BRANCH:



Mayor, Sandy Hatfield



City Clerk, Ty Doermann